

SERFF Tracking Number:	LMPP-125522948	State:	Arkansas
Filing Company:	Liberty Mutual Fire Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	SRF-CW-001-08		
TOI:	01.0 Property	Sub-TOI:	01.0001 Commercial Property (Fire and Allied Lines)
Product Name:	Liberty Mutual Property RM Select Policy		
Project Name/Number:	Expedited Terrorism Form Filing/SRF-CW-001-08		

## Filing at a Glance

Company: Liberty Mutual Fire Insurance Company

Product Name: Liberty Mutual Property RM Select Policy  
SERFF Tr Num: LMPP-125522948 State: Arkansas

TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: SRF-CW-001-08	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Marla Kroening1	Disposition Date: 03/20/2008
	Date Submitted: 03/13/2008	Disposition Status: Approved
Effective Date Requested (New): 12/26/2007		Effective Date (New): 12/26/2007
Effective Date Requested (Renewal): 12/26/2007		Effective Date (Renewal): 12/26/2007

State Filing Description:

## General Information

Project Name: Expedited Terrorism Form Filing	Status of Filing in Domicile: Pending
Project Number: SRF-CW-001-08	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/20/2008	
State Status Changed: 03/20/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Expedited Terrorism Form Filing is submitted	

Liberty Mutual Fire Insurance Company submits this expedited terrorism form/endorsement filing for your review and approval.

<i>SERFF Tracking Number:</i>	<i>LMPP-125522948</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Liberty Mutual Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SRF-CW-001-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Liberty Mutual Property RM Select Policy</i>		
<i>Project Name/Number:</i>	<i>Expedited Terrorism Form Filing/SRF-CW-001-08</i>		

This is an independently filed program and we have the permission of ISO to use its copyrighted language within our own company forms/endorsements. The wordings of the various endorsements are equivalent to the ISO forms that have been developed for this purpose. The companion expedited terrorism rule filing is exempt from filing.

In response to the Terrorism Risk Insurance Program Reauthorization Act of 2007 we are submitting the following terrorism endorsements along with the disclosure notice:

- Form RM1142 12-07 and RM1142 03-08, Exclusion of Certified Act(s) of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism
- Form RM1143 12-07 and RM1143 03-08, Exclusion of Certified Act(s) of Terrorism
- Form RM1144 12-07 and RM1144 03-08, Cap on Losses From Certified Act(s) of Terrorism
- Form EN9052 12-07 and EN9052 03-08, Disclosure – Terrorism Risk Insurance Act (included for informational purposes only)

Please note that we have two different edition dates of each form/endorsement, the 12-07 edition date will be used on all policies issued 12/26/07 and later and will be used up to the approval date of the recent 03-08 revision filing. The 03-08 edition date will be used on policies that are effective on or after the approval date of the recent 03-08 revision filing for this program.

We are withdrawing the Conditional Endorsements, Form RM1233 01-07 and RM1234 01-07 that were filed previously as they also no longer apply.

We are also submitting the Declarations, Form RM1000 12-07 and RM1000 03-08. We have revised the two Premium entry lines on the first page of the Declarations, Form RM1000 as a result of these terrorism amendments to read as follows;

- Premium (Excluding premium for “certified act(s) of terrorism” under the Terrorism Risk Insurance Act (TRIA), as amended):

<i>SERFF Tracking Number:</i>	<i>LMPP-125522948</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Liberty Mutual Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SRF-CW-001-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Liberty Mutual Property RM Select Policy</i>		
<i>Project Name/Number:</i>	<i>Expedited Terrorism Form Filing/SRF-CW-001-08</i>		

- Premium for “certified act(s) of terrorism” under the Terrorism Risk Insurance Act (TRIA), as amended:

No changes have been made to any other pages of the Declarations.

The 03-08 edition date of the Declarations, Form RM1000 should replace the Declarations that was submitted in the previous 03-08 revision filing. The edition dates did remain the same for this form.

If you have any questions regarding any of this material, please feel free to contact me by phone, E-mail or in writing at the address provided in this letter.

Please approve this filing submission.

## Company and Contact

### Filing Contact Information

Marla J Kroening, Senior State Filing Analyst	Marla.Kroening@LibertyMutual.com
PO Box 8070	(800) 297-2525 [Phone]
Wausau, WI 54402-9987	(715) 847-8832[FAX]

### Filing Company Information

Liberty Mutual Fire Insurance Company	CoCode: 23035	State of Domicile: Wisconsin
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name: Liberty Mutual	State ID Number:
(800) 297-2525 ext. 6399[Phone]	FEIN Number: 04-1924000	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 for form filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Liberty Mutual Fire Insurance Company	\$50.00	03/13/2008	18615474

<i>SERFF Tracking Number:</i>	<i>LMPP-125522948</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Liberty Mutual Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SRF-CW-001-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Liberty Mutual Property RM Select Policy</i>		
<i>Project Name/Number:</i>	<i>Expedited Terrorism Form Filing/SRF-CW-001-08</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	03/20/2008	03/20/2008

<i>SERFF Tracking Number:</i>	<i>LMPP-125522948</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>SRF-CW-001-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Liberty Mutual Property RM Select Policy</i>		
<i>Project Name/Number:</i>	<i>Expedited Terrorism Form Filing/SRF-CW-001-08</i>		

## Disposition

Disposition Date: 03/20/2008

Effective Date (New): 12/26/2007

Effective Date (Renewal): 12/26/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LMPP-125522948 State: Arkansas

Filing Company: Liberty Mutual Fire Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: SRF-CW-001-08

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Liberty Mutual Property RM Select Policy

Project Name/Number: Expedited Terrorism Form Filing/SRF-CW-001-08

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Exclusion of Certified Act(s) of Terrorism Involving Nuclear, Biological, Chemical, or Radiological Terrorism	Approved	Yes
Form	Exclusion of Certified Act(s) of Terrorism Involving Nuclear, Biological, Chemical, or Radiological Terrorism	Approved	Yes
Form	Exclusion of Certified Act(s) of Terrorism	Approved	Yes
Form	Exclusion of Certified Act(s) of Terrorism	Approved	Yes
Form	Cap on Losses From Certified Act(s) of Terrorism	Approved	Yes
Form	Cap on Losses From Certified Act(s) of Terrorism	Approved	Yes
Form	Disclosure - Terrorism Risk Insurance Act	Approved	Yes
Form	Disclosure - Terrorism Risk Insurance Act	Approved	Yes
Form	Declarations	Approved	Yes
Form	Declarations	Approved	Yes
Form	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	Withdrawn	Yes
Form	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	Withdrawn	Yes

SERFF Tracking Number: LMPP-125522948 State: Arkansas

Filing Company: Liberty Mutual Fire Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: SRF-CW-001-08

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Liberty Mutual Property RM Select Policy

Project Name/Number: Expedited Terrorism Form Filing/SRF-CW-001-08

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion of Certified Act(s) of Terrorism Involving Nuclear, Biological, Chemical, or Radiological Terrorism	RM1142	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RM1242 01-04 Previous Filing #:		1142.d07.pdf
Approved	Exclusion of Certified Act(s) of Terrorism Involving Nuclear, Biological, Chemical, or Radiological Terrorism	RM1142	03-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RM1142 12-07 Previous Filing #:		1142.308.pdf
Approved	Exclusion of Certified Act(s) of Terrorism	RM1143	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RM1246 01-04 Previous Filing #:		1143.d07.pdf
Approved	Exclusion of Certified Act(s) of Terrorism	RM1143	03-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RM1143 12-07 Previous Filing #:		1143.308.pdf
Approved	Cap on Losses From Certified Act(s) of Terrorism	RM1144	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RM1244 01-04 Previous Filing #:		1144.d07.pdf
Approved	Cap on Losses From Certified Act(s) of Terrorism	RM1144	03-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RM1144 12-07 Previous Filing #:		1144.308.pdf

SERFF Tracking Number: LMPP-125522948 State: Arkansas  
Filing Company: Liberty Mutual Fire Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: SRF-CW-001-08  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Liberty Mutual Property RM Select Policy  
Project Name/Number: Expedited Terrorism Form Filing/SRF-CW-001-08

Approved	Disclosure - Terrorism Risk Insurance Act	EN9052	12-07	Disclosure/ Replaced Notice	Replaced Form #:0.00 EN9050 01-07 / EN9051 01-07 (BMU) Previous Filing #:	EN9052.d07. pdf
Approved	Disclosure - Terrorism Risk Insurance Act	EN9052	03-08	Disclosure/ Replaced Notice	Replaced Form #:0.00 EN9052 12-07 Previous Filing #:	EN9052.308. pdf
Approved	Declarations	RM1000	12-07	Declaration Replaced s/Schedule	Replaced Form #:0.00 RM1000 09-04 Previous Filing #:	1000.d07.pdf 1000MU.do7 .pdf
Approved	Declarations	RM1000	03-08	Declaration Replaced s/Schedule	Replaced Form #:0.00 RM1000 03-08 Previous Filing #:	1000.308rev. pdf 1000MU.308 rev.pdf
Withdrawn	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	RM1233	01-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00  Previous Filing #:	1233.107.pdf
Withdrawn	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	RM1234	01-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00  Previous Filing #:	1234.107.pdf



Policy number

This endorsement is effective \_\_\_\_\_ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM INVOLVING NUCLEAR,  
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM**

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003  
DEFINITIONS, Form RM1007

**1. Definition of *Certified Act(s) of Terrorism***

For the purpose of this endorsement, the italicized phrase *certified act(s) of terrorism* means one (1) or more acts certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be terrorism pursuant to the federal Terrorism Risk Insurance Act, including all amendments (hereafter "TRIA"). The criteria contained in TRIA for *certified act(s) of terrorism* include the following:

- A. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B. The act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**2. Limited Exclusion of *Certified Act(s) of Terrorism***

The following Item is added to **GROUP A** EXCLUSIONS of Form RM1003:

**10. *Certified act(s) of terrorism* involving:**

- (a) the release, dispersal, use or application of any radioactive material, radiation, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear fission or fusion, nuclear radiation, or radioactive contamination;  
or
- (b) the release, dispersal, use or application of any pathogenic or poisonous biological or chemical materials.

**3. Exception Covering Certain Fire Losses**

If a *certified act of terrorism* results in fire, subject to all applicable policy provisions, **we** will pay up to the following applicable amount(s) in any one (1) **occurrence** for loss or damage caused by that fire:

- A. The applicable **limit of liability** for **covered property** in any and all States listed on the Schedule of this endorsement, or
- B. A **limit of liability** of \$1,000,000 for **covered property** in any and all States that are not listed on the Schedule of this endorsement.

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## EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM (Continued)

Such coverage for fire applies only to direct loss or damage by fire to **covered property**. Therefore, for example, the coverage does not apply to insurance provided under loss of **business income** or **extra expense** coverage even if marked with an "X" in **2.** Coverages of the DECLARATIONS, Form RM1000.

### 4. Cap on Losses From *Certified Act(s) of Terrorism*

The following limitation applies to coverage for any one (1) or more *certified act(s) of terrorism* that are not excluded by the terms of the exclusion in Item **2.** above, as well as any loss or damage that is covered and to which the exception in Item **3.** above applies:

If aggregate insured losses attributable to *certified act(s) of terrorism*:

**A.** exceed \$100 billion in a program year (January 1 through December 31); and

**B.** **we** have met **our** deductible under the Act;

neither **we** nor the Secretary of the Treasury shall not be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### 5. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **1.** and **7.** on EXCLUSIONS, Form RM1003 attached to this policy.

#### Schedule of States

{Note hard coded pre-fill would be:}

California, Georgia, Hawaii, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin, and the Virgin Islands

Policy number

This endorsement is effective \_\_\_\_\_ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM INVOLVING NUCLEAR,  
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM**

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003  
DEFINITIONS, Form RM1007

**1. Definition of *Certified Act(s) of Terrorism***

For the purpose of this endorsement, the italicized phrase *certified act(s) of terrorism* means one (1) or more acts certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be terrorism pursuant to the federal Terrorism Risk Insurance Act, including all amendments (hereafter "TRIA"). The criteria contained in TRIA for *certified act(s) of terrorism* include the following:

- A. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B. The act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**2. Limited Exclusion of *Certified Act(s) of Terrorism***

The following Item is added to A. **GROUP A EXCLUSIONS** of Form RM1003:

**12. *Certified act(s) of terrorism* involving:**

- a. the release, dispersal, use or application of any radioactive material, radiation, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear fission or fusion, nuclear radiation, or radioactive contamination; or
- b. the release, dispersal, use or application of any pathogenic or poisonous biological or chemical materials.

**3. Exception Covering Certain Fire Losses**

If a *certified act of terrorism* results in fire, subject to all applicable policy provisions, **we** will pay up to the following applicable amount(s) in any one (1) **occurrence** for loss or damage caused by that fire:

- A. The applicable **limit of liability** for **covered property** in any and all States listed on the Schedule of this endorsement, or
- B. A **limit of liability** of \$1,000,000 for **covered property** in any and all States that are not listed on the Schedule of this endorsement.

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## EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM (Continued)

Such coverage for fire applies only to direct loss or damage by fire to **covered property**. Therefore, for example, the coverage does not apply to insurance provided under loss of **business income** or **extra expense** coverage even if marked with an "X" in **B**. Coverages of the DECLARATIONS, Form RM1000.

### 4. Cap on Losses From *Certified Act(s) of Terrorism*

The following limitation applies to coverage for any one (1) or more *certified act(s) of terrorism* that are not excluded by the terms of the exclusion in Item **2.** above, as well as any loss or damage that is covered and to which the exception in Item **3.** above applies:

If aggregate insured losses attributable to *certified act(s) of terrorism*:

**A.** exceed \$100 billion in a program year (January 1 through December 31); and

**B.** **we** have met **our** deductible under the Act;

neither **we** nor the Secretary of the Treasury shall not be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### 5. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **A. 1.** and **A. 8.** on EXCLUSIONS, Form RM1003 attached to this policy.

#### Schedule of States

{Note hard coded pre-fill would be:}

California, Georgia, Hawaii, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York,  
North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin, and the Virgin Islands

Policy number

This endorsement is effective \_\_\_\_\_ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM**

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003  
DEFINITIONS, Form RM1007

### **1. Definition of *Certified Act(s) of Terrorism***

For the purpose of this endorsement, the italicized phrase *certified act(s) of terrorism* means one (1) or more acts certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be terrorism pursuant to the federal Terrorism Risk Insurance Act, including all amendments (hereafter "TRIA"). The criteria contained in TRIA for *certified act(s) of terrorism* include the following:

- A.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B.** The act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### **2. Exclusion of *Certified Act(s) of Terrorism***

The following Item is added to **GROUP A** EXCLUSIONS of Form RM1003:

#### **10. *Certified act(s) of terrorism.***

### **3. Exception Covering Certain Fire Losses**

If a *certified act of terrorism* results in fire, subject to all applicable policy provisions, **we** will pay up to the following applicable amount(s) in any one (1) **occurrence** for loss or damage caused by that fire:

- A.** The applicable **limit of liability** for **covered property** in any and all States listed on the Schedule of this endorsement, or
- B.** A **limit of liability** of \$1,000,000 for **covered property** in any and all States that are not listed on the Schedule of this endorsement.

Such coverage for fire applies only to direct loss or damage by fire to **covered property**. Therefore, for example, the coverage does not apply to insurance provided under loss of **business income** or **extra expense** coverage even if marked with an "X" in **2**. Coverages of the DECLARATIONS, Form RM1000.

## EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM (Continued)

### 4. Cap on Losses From *Certified Act(s) of Terrorism*

If aggregate insured losses attributable to *certified act(s) of terrorism*:

A. exceed \$100 billion in a program year (January 1 through December 31); and

B. **we** have met **our** deductible under the Act;

neither **we** nor the Secretary of the Treasury shall not be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### 5. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **1.** and **7.** on EXCLUSIONS, Form RM1003 attached to this policy.

#### Schedule of States

California, Georgia, Hawaii, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin, and the Virgin Islands

Policy number

This endorsement is effective \_\_\_\_\_ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM**

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003  
DEFINITIONS, Form RM1007

### **1. Definition of *Certified Act(s) of Terrorism***

For the purpose of this endorsement, the italicized phrase *certified act(s) of terrorism* means one (1) or more acts certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be terrorism pursuant to the federal Terrorism Risk Insurance Act, including all amendments (hereafter "TRIA"). The criteria contained in TRIA for *certified act(s) of terrorism* include the following:

- A.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B.** The act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### **2. Exclusion of *Certified Act(s) of Terrorism***

The following Item is added to **A. GROUP A EXCLUSIONS** of Form RM1003:

#### **12. *Certified act(s) of terrorism.***

### **3. Exception Covering Certain Fire Losses**

If a *certified act of terrorism* results in fire, subject to all applicable policy provisions, **we** will pay up to the following applicable amount(s) in any one (1) **occurrence** for loss or damage caused by that fire:

- A.** The applicable **limit of liability** for **covered property** in any and all States listed on the Schedule of this endorsement, or
- B.** A **limit of liability** of \$1,000,000 for **covered property** in any and all States that are not listed on the Schedule of this endorsement.

Such coverage for fire applies only to direct loss or damage by fire to **covered property**. Therefore, for example, the coverage does not apply to insurance provided under loss of **business income** or **extra expense** coverage even if marked with an "X" in **B.** Coverages of the DECLARATIONS, Form RM1000.

## EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM (Continued)

### 4. Cap on Losses From *Certified Act(s) of Terrorism*

If aggregate insured losses attributable to *certified act(s) of terrorism*:

**A.** exceed \$100 billion in a program year (January 1 through December 31); and

**B.** **we** have met **our** deductible under the Act;

neither **we** nor the Secretary of the Treasury shall not be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### 5. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **A. 1.** and **A. 8.** on EXCLUSIONS, Form RM1003 attached to this policy.

#### Schedule of States

California, Georgia, Hawaii, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin, and the Virgin Islands

Policy number

This endorsement is effective \_\_\_\_\_ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACT(S) OF TERRORISM**

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003

DEFINITIONS, Form RM1007

### **1. Definition of *Certified Act(s) of Terrorism***

For the purpose of this endorsement, the italicized phrase *certified act(s) of terrorism* means one (1) or more acts certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be terrorism pursuant to the federal Terrorism Risk Insurance Act, including all amendments (hereafter "TRIA"). The criteria contained in TRIA for *certified act(s) of terrorism* include the following:

- A.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B.** The act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### **2. Cap on Losses From *Certified Act(s) of Terrorism***

If aggregate insured losses attributable to *certified act(s) of terrorism*:

- A.** exceed \$100 billion in a program year (January 1 through December 31); and
- B.** **we** have met **our** deductible under the Act;

neither **we** nor the Secretary of the Treasury shall not be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **3. Application of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **1.** and **7.** on EXCLUSIONS, Form RM1003 attached to this policy.

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Policy number

This endorsement is effective \_\_\_\_\_ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACT(S) OF TERRORISM**

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003  
DEFINITIONS, Form RM1007

### **1. Definition of *Certified Act(s) of Terrorism***

For the purpose of this endorsement, the italicized phrase *certified act(s) of terrorism* means one (1) or more acts certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be terrorism pursuant to the federal Terrorism Risk Insurance Act, including all amendments (hereafter "TRIA"). The criteria contained in TRIA for *certified act(s) of terrorism* include the following:

- A.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B.** The act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### **2. Cap on Losses From *Certified Act(s) of Terrorism***

If aggregate insured losses attributable to *certified act(s) of terrorism*:

- A.** exceed \$100 billion in a program year (January 1 through December 31); and
- B.** ~~we~~ have met ~~our~~ deductible under the Act;

neither ~~we~~ nor the Secretary of the Treasury shall not be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **3. Application of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **A. 1.** and **A. 8.** on EXCLUSIONS, Form RM1003 attached to this policy.

Includes copyrighted material of Insurance Service Office, Inc., with its permission.

Policy number

## **DISCLOSURE - TERRORISM RISK INSURANCE ACT**

### **THIS FORM IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.**

In accordance with the Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

#### **Disclosure of Premium**

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown on the DECLARATIONS, or elsewhere by endorsement in your policy.

#### **Federal Participation in Payment of Terrorism Losses**

If an individual insurer's losses exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for 85% of losses paid in excess of the deductible, provided that aggregate industry losses from a "certified act of terrorism" exceed \$100 million.

#### **Cap on Insurer Participation in Payment of Terrorism Losses**

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Policy number

## **DISCLOSURE - TERRORISM RISK INSURANCE ACT**

### **THIS FORM IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.**

In accordance with the Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

#### **Disclosure of Premium**

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown on the DECLARATIONS, or elsewhere by endorsement in your policy.

#### **Federal Participation in Payment of Terrorism Losses**

If an individual insurer's losses exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for 85% of losses paid in excess of the deductible, provided that aggregate industry losses from a "certified act of terrorism" exceed \$100 million.

#### **Cap On Insurer Participation in Payment of Terrorism Losses**

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



# Liberty Mutual Property RM SELECT™ POLICY

## DECLARATIONS

Policy number

Named Insured and Mailing Address

Form of Business

Premium Will Be Billed

**Policy Period:** to at 12:01 A.M. standard time at above mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, **we** agree with **you** to provide the insurance as stated in this policy.

---

Premium (Excluding premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance Act (TRIA), as amended):	\$
Premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance Act (TRIA), as amended:	\$

Total Premium/Other Charges for Above <b>Policy Period</b> :	\$
The Deposit Premium/Other Charges is:	\$

Issued By:

Countersigned By:

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Authorized Company Representative

## DECLARATIONS (Continued)

### 1. Insuring Agreement

Subject to all the terms and conditions of this **policy**, **we** will pay for direct physical loss or damage to **covered property** as a result of an **occurrence**, unless excluded.

If this policy provides Equipment Breakdown coverage then subject to all the terms and conditions of this policy **we** will pay for direct physical loss or damage to **covered property** as a result of an **accident** to an **object**, unless excluded.

This policy consists of the forms and endorsements shown on the POLICY INDEX and any endorsements attached to the policy. Insurance is provided at those locations and for those coverages and **limits of liability** shown on the Schedule of the DECLARATIONS. Extensions of coverage, sublimits of liability and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of liability.

Words in **bold faced type** have special meanings in this policy. They are defined in DEFINITIONS. These definitions apply to this entire policy, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

### 2. Coverages

**We** provide the following coverages if they are marked with an "X". Coverages are provided in accordance with the terms of this policy. Terms that apply only to individual coverage forms are set forth in those forms. This policy provides coverage on an **actual cash value** basis for **Real Property**, **Personal Property** and Equipment Breakdown unless **replacement cost** coverage is marked with an "X".

☐ **Real Property**

☐ **Replacement Cost**

☐ **Personal Property**, including **valuable papers and records**

☐ **Replacement Cost**

☐ Equipment Breakdown

☐ **Replacement Cost**

☐ Loss of **Business Income**

☐ **Real Property** or **Personal Property** only

☐ Equipment Breakdown only

☐ **Real Property** or **Personal Property** and Equipment Breakdown

☐ **Extra Expense**

☐ **Real Property** or **Personal Property** only

☐ Equipment Breakdown only

☐ **Real Property** or **Personal Property** and Equipment Breakdown

### 3. Limits of Liability

**We** will not pay more than the applicable **limit of liability** shown on the Schedule of the DECLARATIONS for any one (1) **occurrence** or any one (1) **accident** covered by this policy, nor will **we** pay for more than **your** interest in the lost or damaged property.

### 4. Standard Extensions of Coverage

Debris Removal Expense \$ \_\_\_\_\_ Sublimit of Liability

## DECLARATIONS (Continued)

### 5. Optional Extensions of Coverage – Sublimits of Liability

- A.** The sublimits of liability shown in **D.** below apply to the Optional Extensions of Coverage defined in EXTENSIONS OF COVERAGE, Form RM1002. If no sublimit is shown, no coverage is provided.
- B.** If a sublimit is shown in **D.** below for **new locations** and **unscheduled locations**, coverage may be limited or excluded elsewhere in this policy or its endorsements.
- C.** These sublimits are the most **we** will pay for any loss covered by these Optional Extensions of Coverage. For **new locations** and **unscheduled locations**, the most **we** will pay for any loss will be the lesser of:
- (1) The sublimit shown below for **new locations** or **unscheduled locations**; or
  - (2) The sublimit shown on any individual coverage form or endorsement.

**D.** Coverage:

- (1) \$ \_\_\_\_\_ at each **new location**, for up to \_\_\_\_\_ days from the date such **new location(s)** is first purchased, rented or occupied whichever is earlier;
- (2) \$ \_\_\_\_\_ at each **unscheduled location**;
- (3) \$ \_\_\_\_\_ on covered **Personal Property** in transit;
- (4) \$ \_\_\_\_\_ on covered **Personal Property** in the custody of salespeople;
- (5) \$ \_\_\_\_\_ Demolition Cost, Operation of Building Laws and Increased Construction Cost;
- (6) \$ \_\_\_\_\_ Errors and Omissions.

### 6. Equipment Breakdown Coverage

Equipment Breakdown **limit of liability**

- ☐ See Schedule of the DECLARATIONS;

**Limit(s) of liability** shown below are separate from any other applicable **limit of liability** or any sublimit of liability of this policy.

- ☐ \$ \_\_\_\_\_ Damage to covered **object(s)**, loss of **Business Income**, and **Extra Expense**;

OR

- ☐ \$ \_\_\_\_\_ Damage to covered **object(s)**;
- ☐ \$ \_\_\_\_\_ Loss of **Business Income** and **Extra Expense**;
- ☐ \$ \_\_\_\_\_ Loss of **Business Income**;
- ☐ \$ \_\_\_\_\_ **Extra Expense**.

Equipment Breakdown Extensions of Coverage

- ☐ See Form RM1250, EQUIPMENT BREAKDOWN EXTENSIONS OF COVERAGE

## DECLARATIONS (Continued)

### 7. Deductible

**A. Your deductible for this policy will be according to the terms of the following paragraphs marked with an "X".**

(1) ☐ \$\_\_\_\_\_ **We will not pay unless a covered loss from any one (1) occurrence exceeds the amount shown. We will then pay for the excess, up to any other applicable limit of liability.**

(2) ☐ See ADDITIONAL DEDUCTIBLES, Form RM1115

**B. Equipment Breakdown Deductible and waiting period**

(1) **We will not pay unless a covered equipment breakdown loss from any one (1) accident is more than:**

☐ \$\_\_\_\_\_ for loss to covered **object(s)**, loss of **Business Income**, and **Extra Expense**;

OR

☐ \$\_\_\_\_\_ for loss to covered **object(s)**;

☐ \$\_\_\_\_\_ for loss of **Business Income** and **Extra Expense**;

☐ \$\_\_\_\_\_ for loss of **Business Income**;

☐ \$\_\_\_\_\_ for **Extra Expense**;

☐ \_\_\_\_\_ times the **average daily value** of loss of **Business Income** or **Extra Expense** during the **period of recovery**;

and then only for the excess.

(2) **We will not pay unless a covered equipment breakdown loss from any one (1) accident exceeds a waiting period of:**

☐ \_\_\_\_\_ hours and any deductible if indicated in **B. (1)** above for loss of **Business Income** or **Extra Expense**;

and then only for the excess.

**C. If a covered loss involves two (2) or more deductibles, we will only use the largest of the applicable deductibles unless otherwise provided in this policy or any endorsement.**

## DECLARATIONS (Continued)

No.	Location	Schedule	Coverage	Limit of Liability
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# Liberty Mutual Property RM SELECT<sup>TM</sup> POLICY

## DECLARATIONS

Policy number

Named Insured and Mailing Address

Form of Business

Premium Will Be Billed

**Policy Period:** to at 12:01 A.M. standard time at above mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, **we** agree with **you** to provide the insurance as stated in this policy.

---

Premium (Excluding premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance Act (TRIA) Premium, as amended):	\$
Premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance Act (TRIA) Premium as amended:	\$

Total Premium/Other Charges for Above <b>Policy Period:</b>	\$
The Deposit Premium/Other Charges is:	\$

Issued By:

Countersigned By:

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Authorized Company Representative

## DECLARATIONS (Continued)

### 1. Insuring Agreement

Subject to all the terms and conditions of this **policy**, **we** will pay for direct physical loss or damage to **covered property** as a result of an **occurrence**, unless excluded.

If this policy provides Equipment Breakdown coverage then subject to all the terms and conditions of this policy **we** will pay for direct physical loss or damage to **covered property** as a result of an **accident** to an **object**, unless excluded.

This policy consists of the forms and endorsements shown on the POLICY INDEX and any endorsements attached to the policy. Insurance is provided at those locations and for those coverages and **limits of liability** shown on the Schedule of the DECLARATIONS. Extensions of coverage, sublimits of liability and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of liability.

Words in **bold faced type** have special meanings in this policy. They are defined in DEFINITIONS. These definitions apply to this entire policy, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

### 2. Coverages

**We** provide the following coverages if they are marked with an "X". Coverages are provided in accordance with the terms of this policy. Terms that apply only to individual coverage forms are set forth in those forms. This policy provides coverage on an **actual cash value** basis for **Real Property**, **Personal Property** and Equipment Breakdown unless **replacement cost** coverage is marked with an "X".

☐ **Real Property**

☐ **Replacement Cost**

☐ **Personal Property**, including **valuable papers and records**

☐ **Replacement Cost**

☐ Equipment Breakdown

☐ **Replacement Cost**

☐ Loss of **Business Income**

☐ **Real Property** or **Personal Property** only

☐ Equipment Breakdown only

☐ **Real Property** or **Personal Property** and Equipment Breakdown

☐ **Extra Expense**

☐ **Real Property** or **Personal Property** only

☐ Equipment Breakdown only

☐ **Real Property** or **Personal Property** and Equipment Breakdown

### 3. Limits of Liability

**We** will not pay more than the applicable **limit of liability** shown on the Schedule of the DECLARATIONS for any one (1) **occurrence** or any one (1) **accident** covered by this policy, nor will **we** pay for more than **your** interest in the lost or damaged property.

### 4. Standard Extensions of Coverage

Debris Removal Expense \$ \_\_\_\_\_ Sublimit of Liability

## DECLARATIONS (Continued)

### 5. Optional Extensions of Coverage – Sublimits of Liability

A. The sublimits of liability shown in **D.** below apply to the Optional Extensions of Coverage defined in EXTENSIONS OF COVERAGE, Form RM1002. If no sublimit is shown, no coverage is provided.

B. If a sublimit is shown in **D.** below for **new locations** and **unscheduled locations**, coverage may be limited or excluded elsewhere in this policy or its endorsements.

C. These sublimits are the most **we** will pay for any loss covered by these Optional Extensions of Coverage. For **new locations** and **unscheduled locations**, the most **we** will pay for any loss will be the lesser of:

(1) The sublimit shown below for **new locations** or **unscheduled locations**; or

(2) The sublimit shown on any individual coverage form or endorsement.

D. Coverage:

(1) \$ \_\_\_\_\_ at each **new location**, for up to \_\_\_\_\_ days from the date such **new location(s)** is first purchased, rented or occupied whichever is earlier;

(2) \$ \_\_\_\_\_ at each **unscheduled location**;

(3) \$ \_\_\_\_\_ on covered **Personal Property** in transit;

(4) \$ \_\_\_\_\_ on covered **Personal Property** in the custody of salespeople;

(5) \$ \_\_\_\_\_ Demolition Cost, Operation of Building Laws and Increased Construction Cost;

(6) \$ \_\_\_\_\_ Errors and Omissions.

### 6. Equipment Breakdown Coverage

Equipment Breakdown **limit of liability**

( ) See Schedule of the DECLARATIONS;

**Limit(s) of liability** shown below are separate from any other applicable **limit of liability** or any sublimit of liability of this policy.

( ) \$ \_\_\_\_\_ Damage to covered **object(s)**, loss of **Business Income**, and **Extra Expense**;

OR

( ) \$ \_\_\_\_\_ Damage to covered **object(s)**;

( ) \$ \_\_\_\_\_ Loss of **Business Income** and **Extra Expense**;

( ) \$ \_\_\_\_\_ Loss of **Business Income**;

( ) \$ \_\_\_\_\_ **Extra Expense**.

Equipment Breakdown Extensions of Coverage

( ) See Form RM1250, EQUIPMENT BREAKDOWN EXTENSIONS OF COVERAGE

## DECLARATIONS (Continued)

### 7. Deductible

A. **Your** deductible for this policy will be according to the terms of the following paragraphs marked with an "X".

(1) ☐ \$\_\_\_\_\_ **We** will not pay unless a **covered loss** from any one (1) **occurrence** exceeds the amount shown. **We** will then pay for the excess, up to any other applicable **limit of liability**.

(2) ☐ See ADDITIONAL DEDUCTIBLES, Form RM1115

B. Equipment Breakdown Deductible and waiting period

(1) **We** will not pay unless a covered equipment breakdown loss from any one (1) **accident** is more than:

☐ \$\_\_\_\_\_ for loss to covered **object(s)**, loss of **Business Income**, and **Extra Expense**;

OR

☐ \$\_\_\_\_\_ for loss to covered **object(s)**;

☐ \$\_\_\_\_\_ for loss of **Business Income** and **Extra Expense**;

☐ \$\_\_\_\_\_ for loss of **Business Income**;

☐ \$\_\_\_\_\_ for **Extra Expense**;

☐ \_\_\_\_\_ times the **average daily value** of loss of **Business Income** or **Extra Expense** during the **period of recovery**;

and then only for the excess.

(2) **We** will not pay unless a covered equipment breakdown loss from any one (1) **accident** exceeds a waiting period of:

☐ \_\_\_\_\_ hours and any deductible if indicated in **B. (1)** above for loss of **Business Income** or **Extra Expense**;

and then only for the excess.

C. If a **covered loss** involves two (2) or more deductibles, **we** will only use the largest of the applicable deductibles unless otherwise provided in this policy or any endorsement.

## DECLARATIONS (Continued)

No.	Location	Schedule	Limit of Liability
		Coverage	



# Liberty Mutual Property RM SELECT™ POLICY

## DECLARATIONS

Policy number

Named Insured and Mailing Address

Form of Business

Premium Will Be Billed

**Policy Period:** to at 12:01 A.M. standard time at above mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, **we** agree with **you** to provide the insurance as stated in this policy.

---

Premium (Excluding premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance Act (TRIA), as amended):	\$
Premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance Act (TRIA), as amended:	\$
State or Municipal Taxes, Surcharges and Other Miscellaneous Charges: (See State or Municipal Taxes, Surcharges and Other Miscellaneous Charges Summary, Form RM0005, for breakdown)	\$
 Total Premium/Other Charges for Above <b>Policy Period</b> :	 \$
The Deposit Premium/Other Charges is:	\$

Issued By:

By:

---

Authorized Company Representative OR Countersignature (as required)

## DECLARATIONS (Continued)

### A. Insuring Agreement

Subject to all the terms and conditions of this policy, **we** will pay for risks of direct physical loss or damage to **covered property** as a result of an **occurrence**, unless excluded.

If this policy provides Equipment Breakdown coverage then subject to all the terms and conditions of this policy **we** will pay for direct physical loss or damage to **covered property** as a result of an **accident** to an **object**, unless excluded.

This policy consists of the forms and endorsements shown on the POLICY INDEX, Form RM0003, and any endorsements attached to the policy. Insurance is provided at those locations and for those coverages and **limits of liability** shown on the Schedule of this form. Extensions of coverage, sublimits of liability and deductibles are listed on this form. Endorsements may contain separate terms, conditions, deductibles and limits or sublimits of liability.

Words in **bold faced type** have special meanings in this policy. They are defined in DEFINITIONS, Form RM1007. These definitions apply to this entire policy, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be italicized and noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

### B. Coverages

**We** provide the following coverages if they are marked with an "X". Coverages are provided in accordance with the terms of this policy. Terms that apply only to individual coverage forms are set forth in those forms. This policy provides coverage on a replacement cost basis for **real property**, **personal property**, **personal property of others** and equipment breakdown except as indicated on VALUATIONS, Form RM1005, or any other forms or endorsements attached to this policy.

☐ **Real Property**

☐ **Personal Property**, including **personal property of others** and **valuable papers and records**

☐ Equipment Breakdown

☐ Loss of **Business Income**

☐ **Real Property** or **Personal Property** only

☐ Equipment Breakdown only

☐ **Real Property** or **Personal Property** and Equipment Breakdown

☐ **Extra Expense**

☐ **Real Property** or **Personal Property** only

☐ Equipment Breakdown only

☐ **Real Property** or **Personal Property** and Equipment Breakdown

### C. Limits of Liability

**We** will not pay more than the applicable **limit of liability** shown on the Schedule of this form for any one (1) **occurrence** or any one (1) **accident** covered by this policy, nor will **we** pay for more than **your** interest in the lost or damaged property.

### D. Standard Extensions of Coverage

Refer to **A.** of EXTENSIONS OF COVERAGE, Form RM1002, for the standard extensions of coverage, including sublimits of liability, provided by this policy.

### E. Optional Extensions of Coverage – Sublimits of Liability

1. The sublimits of liability shown in **E. 4.** below apply to the Optional Extensions of Coverage defined in **B.** of EXTENSIONS OF COVERAGE, Form RM1002. If no sublimit is shown, no coverage is provided.
2. If a sublimit is shown in **E. 4.** below for **miscellaneous locations**, **new locations** and **unscheduled locations**, coverage may be limited or excluded elsewhere in this policy or its endorsements.

## DECLARATIONS (Continued)

3. These sublimits are the most **we** will pay for any loss covered by these Optional Extensions of Coverage. For **miscellaneous locations, new locations** and **unscheduled locations**, the most **we** will pay for any loss or damage will be the lesser of:
- a. The sublimit shown below for **miscellaneous locations, new locations** or **unscheduled locations**; or
  - b. The sublimit shown on any individual coverage form or endorsement.
4. Optional Extensions of Coverage:
- a. \$\_\_\_\_\_ Course of Construction;
  - b. \$\_\_\_\_\_ Demolition Cost;
  - c. \$\_\_\_\_\_ Increased Construction Cost;
  - d. \$\_\_\_\_\_ Operation of Building Laws;
  - e. \$\_\_\_\_\_ Errors and Omissions;
  - f. \$\_\_\_\_\_ Exhibitions, Expositions, Fairs or Trade Shows;
  - g. \$\_\_\_\_\_ at each **miscellaneous location**;
  - h. \$\_\_\_\_\_ at each **new location**, for up to \_\_\_\_\_ days from the date such **new location(s)** is first purchased or rented, whichever is earlier;
  - i. \$\_\_\_\_\_ on covered **personal property** in the custody of salespeople;
  - j. \$\_\_\_\_\_ **Transit**;
  - k. \$\_\_\_\_\_ at each **unscheduled location**.

### F. Equipment Breakdown Coverage

#### 1. Equipment Breakdown **limit of liability**

If marked with an "X" the following **limits of liability** apply:

- ☐ See the Schedule of this form;
- ☐ See Form \_\_\_\_\_; or
- ☐ **Limit(s) of liability** shown below are separate from any other applicable **limit of liability** or any sublimit of liability of this policy.
  - \$\_\_\_\_\_ Damage to covered **object(s)**, loss of **business income**, and **extra expense**;
  - \$\_\_\_\_\_ Damage to covered **object(s)** and loss of **business income**;
  - \$\_\_\_\_\_ Damage to covered **object(s)** and **extra expense**;
  - \$\_\_\_\_\_ Damage to covered **object(s)**;
  - \$\_\_\_\_\_ Loss of **business income** and **extra expense**;
  - \$\_\_\_\_\_ Loss of **business income**;
  - \$\_\_\_\_\_ **Extra expense**.

## DECLARATIONS (Continued)

2. For equipment breakdown extensions of coverage see EQUIPMENT BREAKDOWN EXTENSIONS OF COVERAGE, Form RM1250.

**G.** Deductible and waiting periods, except as indicated on any other forms or endorsements attached to this policy.

1. **Your** deductible for this policy will be according to the terms of the following paragraphs:

- a. \$\_\_\_\_\_. Unless marked with an "X" in **G. 1. b.** below, **we** will not pay unless a **covered loss** from any one (1) **occurrence** exceeds the amount shown. **We** will then pay for the excess, up to any other applicable **limit of liability**.
- b. ☐ See ADDITIONAL DEDUCTIBLES AND WAITING PERIODS, Form RM1115.

2. **Your** equipment breakdown deductible or waiting period will be according to the terms of the following paragraphs:

- a. If **you** have a combined deductible, **we** will not pay unless a covered equipment breakdown loss from any one (1) **accident** is more than:

\$\_\_\_\_\_ for loss to covered **object(s)**, loss of **business income**, and **extra expense**;

\$\_\_\_\_\_ for loss to covered **object(s)** and loss of **business income**;

\$\_\_\_\_\_ for loss to covered **object(s)** and **extra expense**

and then only for the excess; or

- b. If **you** have more than one (1) coverage deductible shown below, **we** will not pay unless a covered equipment breakdown loss from any one (1) **accident** is more than:

\$\_\_\_\_\_ for loss to covered **object(s)**;

\$\_\_\_\_\_ for loss of **business income** and **extra expense**;

\$\_\_\_\_\_ for loss of **business income**;

\$\_\_\_\_\_ for **extra expense**;

\_\_\_\_\_ times the **average daily value** of loss of **business income** or **extra expense** during the period of interruption;

\_\_\_\_\_ hours immediately following the **accident** for loss of **business income** or **extra expense**

and then only for the excess.

However, each deductible amount marked with an asterisk (\*) will apply separately to the **accident**; or

- c. **We** will not pay for loss of **business income**, **extra expense**, or, to the extent **perishable goods** coverage is provided in EQUIPMENT BREAKDOWN EXTENSIONS OF COVERAGE, Form RM1250, unless a covered equipment breakdown loss from any one (1) **accident** to an **object** exceeds a waiting period of:

\_\_\_\_\_ hours. Once the waiting period is met coverage will commence at the initial time of the interruption, and will be subject to any deductible shown in **G. 2. a.** or **G. 2. b.** above and then only for the excess; or if marked with an "X" in **G. 2. d.** below.

- d. ☐ See ADDITIONAL DEDUCTIBLES AND WAITING PERIODS, Form RM1115.

If a **covered loss** involves two (2) or more deductibles, **we** will only use the largest of the applicable deductibles unless otherwise provided in this policy or any endorsement, except that **we** will apply any deductible(s) marked with an asterisk (\*) in addition to the largest of any other applicable deductibles.

## DECLARATIONS (Continued)

No.	Location or Sub-location	Schedule	Coverage	Limit of Liability
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# Liberty Mutual Property RM SELECT™ POLICY

## DECLARATIONS

Policy number

Named Insured and Mailing Address

Form of Business

Premium Will Be Billed

**Policy Period:** to at 12:01 A.M. standard time at above mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, **we** agree with **you** to provide the insurance as stated in this policy.

---

Premium (Excluding premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance ~~Revision and Extension Act of 2007 (TRIREA)~~ Premium (TRIA), as amended): \$

Premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance ~~Revision and Extension Act of 2007 (TRIREA)~~ Premium (TRIA), as amended): \$

State or Municipal Taxes, Surcharges and Other Miscellaneous Charges: (See State or Municipal Taxes, Surcharges and Other Miscellaneous Charges Summary, Form RM0005, for breakdown) \$

Total Premium/Other Charges for Above **Policy Period:** \$

The Deposit Premium/Other Charges is: \$

Issued By:

By:

---

Authorized Company Representative OR Countersignature (as required)

## DECLARATIONS (Continued)

### A. Insuring Agreement

Subject to all the terms and conditions of this policy, **we** will pay for risks of direct physical loss or damage to **covered property** as a result of an **occurrence**, unless excluded.

If this policy provides Equipment Breakdown coverage then subject to all the terms and conditions of this policy **we** will pay for direct physical loss or damage to **covered property** as a result of an **accident** to an **object**, unless excluded.

This policy consists of the forms and endorsements shown on the POLICY INDEX, Form RM0003, and any endorsements attached to the policy. Insurance is provided at those locations and for those coverages and **limits of liability** shown on the Schedule of this form. Extensions of coverage, sublimits of liability and deductibles are listed on this form. Endorsements may contain separate terms, conditions, deductibles and limits or sublimits of liability.

Words in **bold faced type** have special meanings in this policy. They are defined in DEFINITIONS, Form RM1007. These definitions apply to this entire policy, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be italicized and noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

### B. Coverages

**We** provide the following coverages if they are marked with an "X". Coverages are provided in accordance with the terms of this policy. Terms that apply only to individual coverage forms are set forth in those forms. This policy provides coverage on a replacement cost basis for **real property**, **personal property**, **personal property of others** and equipment breakdown except as indicated on VALUATIONS, Form RM1005, or any other forms or endorsements attached to this policy.

☐ **Real Property**

☐ **Personal Property**, including **personal property of others** and **valuable papers and records**

☐ Equipment Breakdown

☐ Loss of **Business Income**

☐ **Real Property** or **Personal Property** only

☐ Equipment Breakdown only

☐ **Real Property** or **Personal Property** and Equipment Breakdown

☐ **Extra Expense**

☐ **Real Property** or **Personal Property** only

☐ Equipment Breakdown only

☐ **Real Property** or **Personal Property** and Equipment Breakdown

### C. Limits of Liability

**We** will not pay more than the applicable **limit of liability** shown on the Schedule of this form for any one (1) **occurrence** or any one (1) **accident** covered by this policy, nor will **we** pay for more than **your** interest in the lost or damaged property.

### D. Standard Extensions of Coverage

Refer to **A.** of EXTENSIONS OF COVERAGE, Form RM1002, for the standard extensions of coverage, including sublimits of liability, provided by this policy.

### E. Optional Extensions of Coverage – Sublimits of Liability

1. The sublimits of liability shown in **E. 4.** below apply to the Optional Extensions of Coverage defined in **B.** of EXTENSIONS OF COVERAGE, Form RM1002. If no sublimit is shown, no coverage is provided.
2. If a sublimit is shown in **E. 4.** below for **miscellaneous locations**, **new locations** and **unscheduled locations**, coverage may be limited or excluded elsewhere in this policy or its endorsements.

## DECLARATIONS (Continued)

3. These sublimits are the most **we** will pay for any loss covered by these Optional Extensions of Coverage. For **miscellaneous locations, new locations** and **unscheduled locations**, the most **we** will pay for any loss or damage will be the lesser of:
- a. The sublimit shown below for **miscellaneous locations, new locations** or **unscheduled locations**; or
  - b. The sublimit shown on any individual coverage form or endorsement.
4. Optional Extensions of Coverage:
- a. \$\_\_\_\_\_ Course of Construction;
  - b. \$\_\_\_\_\_ Demolition Cost;
  - c. \$\_\_\_\_\_ Increased Construction Cost;
  - d. \$\_\_\_\_\_ Operation of Building Laws;
  - e. \$\_\_\_\_\_ Errors and Omissions;
  - f. \$\_\_\_\_\_ Exhibitions, Expositions, Fairs or Trade Shows;
  - g. \$\_\_\_\_\_ at each **miscellaneous location**;
  - h. \$\_\_\_\_\_ at each **new location**, for up to \_\_\_\_\_ days from the date such **new location(s)** is first purchased or rented, whichever is earlier;
  - i. \$\_\_\_\_\_ on covered **personal property** in the custody of salespeople;
  - j. \$\_\_\_\_\_ **Transit**;
  - k. \$\_\_\_\_\_ at each **unscheduled location**.

### F. Equipment Breakdown Coverage

#### 1. Equipment Breakdown **limit of liability**

If marked with an "X" the following **limits of liability** apply:

- ☐ See the Schedule of this form;
- ☐ See Form \_\_\_\_\_; or
- ☐ **Limit(s) of liability** shown below are separate from any other applicable **limit of liability** or any sublimit of liability of this policy.
  - \$\_\_\_\_\_ Damage to covered **object(s)**, loss of **business income**, and **extra expense**;
  - \$\_\_\_\_\_ Damage to covered **object(s)** and loss of **business income**;
  - \$\_\_\_\_\_ Damage to covered **object(s)** and **extra expense**;
  - \$\_\_\_\_\_ Damage to covered **object(s)**;
  - \$\_\_\_\_\_ Loss of **business income** and **extra expense**;
  - \$\_\_\_\_\_ Loss of **business income**;
  - \$\_\_\_\_\_ **Extra expense**.

## DECLARATIONS (Continued)

2. For equipment breakdown extensions of coverage see EQUIPMENT BREAKDOWN EXTENSIONS OF COVERAGE, Form RM1250.

**G.** Deductible and waiting periods, except as indicated on any other forms or endorsements attached to this policy.

1. **Your** deductible for this policy will be according to the terms of the following paragraphs:

- a. \$\_\_\_\_\_. Unless marked with an "X" in **G. 1. b.** below, **we** will not pay unless a **covered loss** from any one (1) **occurrence** exceeds the amount shown. **We** will then pay for the excess, up to any other applicable **limit of liability**.
- b. ☐ See ADDITIONAL DEDUCTIBLES AND WAITING PERIODS, Form RM1115.

2. **Your** equipment breakdown deductible or waiting period will be according to the terms of the following paragraphs:

- a. If **you** have a combined deductible, **we** will not pay unless a covered equipment breakdown loss from any one (1) **accident** is more than:

\$\_\_\_\_\_ for loss to covered **object(s)**, loss of **business income**, and **extra expense**;

\$\_\_\_\_\_ for loss to covered **object(s)** and loss of **business income**;

\$\_\_\_\_\_ for loss to covered **object(s)** and **extra expense**

and then only for the excess; or

- b. If **you** have more than one (1) coverage deductible shown below, **we** will not pay unless a covered equipment breakdown loss from any one (1) **accident** is more than:

\$\_\_\_\_\_ for loss to covered **object(s)**;

\$\_\_\_\_\_ for loss of **business income** and **extra expense**;

\$\_\_\_\_\_ for loss of **business income**;

\$\_\_\_\_\_ for **extra expense**;

\_\_\_\_\_ times the **average daily value** of loss of **business income** or **extra expense** during the period of interruption;

\_\_\_\_\_ hours immediately following the **accident** for loss of **business income** or **extra expense**

and then only for the excess.

However, each deductible amount marked with an asterisk (\*) will apply separately to the **accident**; or

- c. **We** will not pay for loss of **business income**, **extra expense**, or, to the extent **perishable goods** coverage is provided in EQUIPMENT BREAKDOWN EXTENSIONS OF COVERAGE, Form RM1250, unless a covered equipment breakdown loss from any one (1) **accident** to an **object** exceeds a waiting period of:

\_\_\_\_\_ hours. Once the waiting period is met coverage will commence at the initial time of the interruption, and will be subject to any deductible shown in **G. 2. a.** or **G. 2. b.** above and then only for the excess; or if marked with an "X" in **G. 2. d.** below.

- d. ☐ See ADDITIONAL DEDUCTIBLES AND WAITING PERIODS, Form RM1115.

If a **covered loss** involves two (2) or more deductibles, **we** will only use the largest of the applicable deductibles unless otherwise provided in this policy or any endorsement, except that **we** will apply any deductible(s) marked with an asterisk (\*) in addition to the largest of any other applicable deductibles.

## DECLARATIONS (Continued)

No.	Location or Sub-location	Schedule	Coverage	Limit of Liability
-----	--------------------------	----------	----------	--------------------

Policy number

This endorsement is effective \_\_\_\_\_ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR  
CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL  
TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003  
DEFINITIONS, Form RM1007

**1. Applicability Of The Provisions Of This Endorsement**

- A.** The provisions of this endorsement become applicable commencing on the date when any one (1) or more of the following first occurs. But if **your** policy (meaning the **policy period** in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date **your** policy begins.
- (1) The federal Terrorism Risk Insurance Program (hereafter referred to as Program), established by the Terrorism Risk Insurance Act, has terminated; or
- (2) A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to **you** and with revisions that:
- (a) Increase **our** statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses **we** must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
- (b) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (c) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or **occurrences** under this policy.
- B.** If the provisions of this endorsement become applicable, such provisions:
- (1) Supersede any terrorism endorsement already endorsed to this policy that addresses **certified acts of terrorism** and/or **other acts of terrorism**, but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
- (2) Remain applicable unless **we** notify **you** of changes in these provisions, in response to federal law.
- C.** If the provisions of this endorsement DO NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses **certified acts of terrorism** and/or **other acts of terrorism**, will continue in effect unless **we** notify **you** of changes to that endorsement in response to federal law.

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**CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR  
CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL  
TERRORISM RISK INSURANCE ACT) (Continued)**

2. For the purpose of this endorsement the following definition is added and applies under this endorsement wherever the italicized term *terrorism* is shown.

*Terrorism* means activities against persons, organizations or property of any nature:

- A. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

- B. When one (1) or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

3. The following exclusion is added:

*Exclusion Of Terrorism*

**We** will not pay for loss or damage caused directly or indirectly by *terrorism*, including action in hindering or defending against an actual or expected incident of *terrorism*. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one (1) or more of the following are attributed to an incident of *terrorism*:

- A. The *terrorism* is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- B. Radioactive material is released, and it appears that one (1) purpose of the *terrorism* was to release such material; or
- C. The *terrorism* is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- D. Pathogenic or poisonous biological or chemical materials are released, and it appears that one (1) purpose of the *terrorism* was to release such materials.

4. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of *Terrorism* applies only to **covered property** in the States indicated in the Schedule of this endorsement.

If *terrorism* results in fire, **we** will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the **limit of liability** for the **covered property**. Such coverage for fire applies only to direct loss or damage by fire to **covered property**. Therefore, for example, the exception does not apply to insurance provided under loss of **business income** or **extra expense** coverage forms or endorsements which apply to or modify those forms.

**CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR  
CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL  
TERRORISM RISK INSURANCE ACT) (Continued)**

**5. Application Of Other Exclusions**

- A.** When the Exclusion Of *Terrorism* applies in accordance with the terms of Item **3. A.** or **3. B.**, such exclusion applies without regard to the Nuclear Exclusion Amendatory in this policy.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded by this policy, such as losses under **GROUP A** EXCLUSIONS in Item **1.** and **7.** of Form RM1003 attached to this policy.

**6. The Exception Covering Certain Fire Losses (Item 4.) applies to property located in the following state(s):**

Schedule

State(s)

Policy number

This endorsement is effective \_\_\_\_\_ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONDITIONAL EXCLUSION OF TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003  
DEFINITIONS, Form RM1007

**1. Applicability Of The Provisions Of This Endorsement**

- A.** The provisions of this endorsement become applicable commencing on the date when any one (1) or more of the following first occurs. But if **your** policy (meaning the **policy period** in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date **your** policy begins.
- (1) The federal Terrorism Risk Insurance Program (hereafter referred to as Program), established by the Terrorism Risk Insurance Act, has terminated; or
- (2) A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to **you** and with revisions that:
- (a) Increase **our** statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses **we** must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
- (b) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (c) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or **occurrences** under this policy.
- B.** If the provisions of this endorsement become applicable, such provisions:
- (1) Supersede any terrorism endorsement already endorsed to this policy that addresses **certified acts of terrorism** and/or **other acts of terrorism**, but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
- (2) Remain applicable unless **we** notify **you** of changes in these provisions, in response to federal law.
- C.** If the provisions of this endorsement DO NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses **certified acts of terrorism** and/or **other acts of terrorism**, will continue in effect unless **we** notify **you** of changes to that endorsement in response to federal law.

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**CONDITIONAL EXCLUSION OF TERRORISM**  
**(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**  
**(Continued)**

2. For the purpose of this endorsement the following definition is added and applies under this endorsement wherever the italicized term *terrorism* is shown.

*Terrorism* means activities against persons, organizations or property of any nature:

- A. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

- B. When one (1) or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

3. The following exclusion is added:

*Exclusion Of Terrorism*

**We** will not pay for loss or damage caused directly or indirectly by *terrorism*, including action in hindering or defending against an actual or expected incident of *terrorism*. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one (1) or more of the following are attributed to an incident of *terrorism*:

- A. The *terrorism* is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- B. Radioactive material is released, and it appears that one (1) purpose of the *terrorism* was to release such material; or
- C. The *terrorism* is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- D. Pathogenic or poisonous biological or chemical materials are released, and it appears that one (1) purpose of the *terrorism* was to release such materials; or
- E. The total of insured loss or damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, **we** will include all insured damage sustained by property of all persons and entities affected by the *terrorism* and loss of **business income** sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any *terrorism* exclusions.

**CONDITIONAL EXCLUSION OF TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)  
(Continued)**

Multiple **occurrences** of *terrorism* which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one (1) **occurrence**, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **3. E.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an **occurrence** of *terrorism* and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that **occurrence**. When the Exclusion applies to an **occurrence** of *terrorism*, there is no coverage under this policy.

**4. Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of *Terrorism* applies only to **covered property** in the States indicated in the Schedule of this endorsement.

If *terrorism* results in fire, **we** will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the **limit of liability** for the **covered property**. Such coverage for fire applies only to direct loss or damage by fire to **covered property**. Therefore, for example, the exception does not apply to insurance provided under loss of **business income** or **extra expense** coverage forms or endorsements which apply to or modify those forms.

**5. Application Of Other Exclusions**

- A.** When the Exclusion Of *Terrorism* applies in accordance with the terms of Item **3. A.** or **3. B.**, such exclusion applies without regard to the Nuclear Exclusion Amendatory in this policy.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded by this policy, such as losses under **GROUP A EXCLUSIONS** in Item **1.** and **7.** of Form RM1003 attached to this policy.

**6. The Exception Covering Certain Fire Losses (Item 4.) applies to property located in the following state(s):**

Schedule

State(s)

<i>SERFF Tracking Number:</i>	<i>LMPP-125522948</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Liberty Mutual Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SRF-CW-001-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Liberty Mutual Property RM Select Policy</i>		
<i>Project Name/Number:</i>	<i>Expedited Terrorism Form Filing/SRF-CW-001-08</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	LMPP-125522948	State:	Arkansas
Filing Company:	Liberty Mutual Fire Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	SRF-CW-001-08		
TOI:	01.0 Property	Sub-TOI:	01.0001 Commercial Property (Fire and Allied Lines)
Product Name:	Liberty Mutual Property RM Select Policy		
Project Name/Number:	Expedited Terrorism Form Filing/SRF-CW-001-08		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	03/20/2008
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### Comments:

The Expedited Filing Transmittal for Terrorism forms is attached

### Attachments:

F215AExpeditedFormsNonTerrpage1 .pdf  
F215AExpeditedFormsNonTerrpage2 .pdf  
F215AExpeditedFormsNonTerrpage3 .pdf  
F215AExpeditedFormsTerrpage4Dec.pdf  
F215AExpeditedFormsConditionalTerrwithdrawn .pdf  
F215AExpeditedFormsTerrdisclosureinformational .pdf

**EXPEDITED FILING TRANSMITTAL DOCUMENT  
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

This page applies to the following state(s) \_\_\_\_\_

Indicate Type of Filing
<input checked="" type="checkbox"/> Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
Liberty Mutual Fire Insurance Company	WI	23035	04-1924000

**Contact Info for Filer**

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Marla Kroening PO BOX 8070 Wausau WI 54402-9987	800-297-2525 ext 6399	715-847-8832	Marla.Kroening@LibertyMutual.com

**Filing information**

<b>Line of Insurance</b> (see attachment)	Commercial Property – Fire and Allied Lines
<b>Company Program Title</b> (Marketing title) (if applicable)	Liberty Mutual Property RM Select Policy
<b>Filing Type</b> ** see note below	Form
<b>This application is used with:</b>	
<b>Effective Date Requested</b>	12/26/07
<b>Filing date</b>	3/13/2008
<b>Company Tracking Number</b>	SRF-CW-001-08
<b>Date filing approved in domiciliary state, if applicable</b>	Not applicable

	<u>Component/Form Name Description/Synopsis</u>	<u>Form # or Rate Page Include edition date</u>	<u>Replacement Or withdrawn?</u>	<u>If replacement, give form # or rate page(s) it replaces</u>	<u>Previous State Filing Number, if required by state</u>
01	Exclusion of Certified Act(s) of Terrorism Involving Nuclear, Biological, Chemical, or Radiological Terrorism	RM1142 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	RM1242 01-04	
02	Exclusion of Certified Act(s) of Terrorism Involving Nuclear, Biological, Chemical, or Radiological Terrorism	RM1142 03-08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	RM1142 12-07 (refer to explanation)	

To be complete, a form filing must include the following:

- A completed Expedited Filing Transmittal Document for each insurer or advisory organization.
- One copy of each endorsement, disclosure form or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf.
- A copy of the rates, rating systems and supporting documentation.
- The appropriate filing fees, if required.
- A postage-paid, self-addressed envelope **large enough to accommodate the return.**

The insurer(s) submitting this filing certifies that it:

Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and the laws of this state;  
and

Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

*Marla Kroening*

Marla J Kroening \_\_\_\_\_

Senior State Filings Analyst \_\_\_\_\_

Signature

Print Name:

Title:

**EXPEDITED FILING TRANSMITTAL DOCUMENT  
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

This page applies to the following state(s) \_\_\_\_\_

Indicate Type of Filing
<input checked="" type="checkbox"/> Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
Liberty Mutual Fire Insurance Company	WI	23035	04-1924000

**Contact Info for Filer**

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Marla Kroening PO BOX 8070 Wausau WI 54402-9987	800-297-2525 ext 6399	715-847-8832	Marla.Kroening@LibertyMutual.com

**Filing information**

<b>Line of Insurance</b> (see attachment)	Commercial Property – Fire and Allied Lines
<b>Company Program Title</b> (Marketing title) (if applicable)	Liberty Mutual Property RM Select Policy
<b>Filing Type</b> ** see note below	Form
<b>This application is used with:</b>	
<b>Effective Date Requested</b>	12/26/07
<b>Filing date</b>	3/13/2008
<b>Company Tracking Number</b>	SRF-CW-001-08
<b>Date filing approved in domiciliary state, if applicable</b>	Not applicable

	<u>Component/Form Name /Description/Synopsis</u>	<u>Form # or Rate Page Include edition date</u>	<u>Replacement Or withdrawn?</u>	<u>If replacement, give form # or rate page(s) it replaces</u>	<u>Previous State Filing Number, if required by state</u>
01	Exclusion of Certified Act(s) of Terrorism	RM1143 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	RM1246 01-04	
02	Exclusion of Certified Act(s) of Terrorism	RM1143 03-08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	RM1143 12-07 (refer to explanation)	

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and

Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

*Marla Kroening*

Marla J Kroening \_\_\_\_\_

Senior State Filings Analyst \_\_\_\_\_

Signature

Print Name:

Title:

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FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

This page applies to the following state(s) \_\_\_\_\_

Indicate Type of Filing
<input checked="" type="checkbox"/> Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
Liberty Mutual Fire Insurance Company	WI	23035	04-1924000

**Contact Info for Filer**

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Marla Kroening PO BOX 8070 Wausau WI 54402-9987	800-297-2525 ext 6399	715-847-8832	Marla.Kroening@LibertyMutual.com

**Filing information**

<b>Line of Insurance</b> (see attachment)	Commercial Property – Fire and Allied Lines
<b>Company Program Title</b> (Marketing title) (if applicable)	Liberty Mutual Property RM Select Policy
<b>Filing Type</b> ** see note below	Form
<b>This application is used with:</b>	
<b>Effective Date Requested</b>	12/26/07
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01	Cap on Losses From Certified Act(s) of Terrorism	RM1144 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	RM1244 01-04	
02	Cap on Losses From Certified Act(s) of Terrorism	RM1144 03-08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	RM1144 12-07 (refer to explanation)	

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01	Declarations	RM1000 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	RM1000 09-04	
02	Declarations	RM1000 03-08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	RM1000 03-08	

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<b>Filing Type</b> ** see note below	Form
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01	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	RM1233 01-07	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
02	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	RM1234 01-07	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

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01	Disclosure – Terrorism Risk Insurance Act	EN9052 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	EN9050 01-07 EN9051 01-07 (BMU) Informational filing	
02	Disclosure – Terrorism Risk Insurance Act	EN9052 03-08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	EN9052 12-07 Informational filing	

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